

CITY OF EL PASO, TEXAS
AGENDA ITEM DEPARTMENT HEAD'S SUMMARY FORM

DEPARTMENT: Airport

AGENDA DATE: November 13, 2012

CONTACT PERSON/PHONE: Monica Lombraña, A.A.E. -780-4793

DISTRICT(S) AFFECTED: All

SUBJECT:

Approve a Resolution that the Director of Aviation be authorized to revise and replace the list of facilities verifying the navigational facilities as identified in the Federal Aviation Administration's (FAA) Memorandum of Agreement No. DTFASW-10-L-00112 (MOA).

BACKGROUND / DISCUSSION:

On October 6, 2009 City Council approved a resolution authorizing the City Manager to sign the MOA between the City of El Paso and the FAA which allows for the construction, operation, and maintenance of FAA owned navigation, communication, and weather aids required to support air traffic operations at El Paso International Airport (Airport). The MOA includes a list of facilities which provides an inventory of the FAA equipment located at the Airport. From time to time, the FAA will add or remove equipment from the Airport and revise the list of facilities accordingly. This resolution will allow the Director of Aviation to accept and replace the list of facilities as revised and submitted by the FAA.

PRIOR COUNCIL ACTION:

On October 6, 2009, City Council approved a Resolution to allow the City Manager to sign Memorandum of Agreement No. DTFASW-10-L-00112

AMOUNT AND SOURCE OF FUNDING:

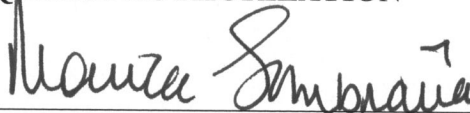
N/A

BOARD / COMMISSION ACTION:

N/A

*****REQUIRED AUTHORIZATION*****

DEPARTMENT HEAD:



Monica Lombraña, A.A.E., Director of Aviation

Information copy to appropriate Deputy City Manager

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the Director of Aviation be authorized to revise and replace the list of facilities verifying the navigational facilities as identified in the Federal Aviation Administration's Memorandum of Agreement No. DTFASW-10-L-00112, as approved by the El Paso City Council on Oct. 6, 2009.

PASSED AND APPROVED THIS _____ DAY OF _____ 2012.

CITY OF EL PASO

John F. Cook
Mayor

ATTEST:

Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:



Theresa Cullen
Deputy City Attorney

APPROVED AS TO CONTENT:



Monica Lombraña, A.A.E.
Director of Aviation

CITY CLERK DEPT.

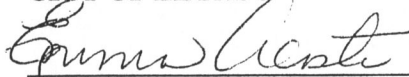
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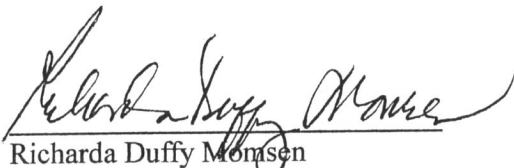
RESOLUTION**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:**

That the City Manager be authorized to sign a Memorandum of Agreement (Agreement Number DTFASW-10-L-00112) between the City of El Paso and the Federal Aviation Administration (FAA), which allows for the construction, operation and maintenance of FAA owned navigation, communication and weather aids required to support Air Traffic Operations at the El Paso International Airport and which will replace five identified existing leases.


PASSED AND APPROVED THIS 6th DAY OF October 2009.

CITY OF EL PASO



 John F. Cook
 Mayor


 Richarda Duffy Monsen
 City Clerk

APPROVED AS TO FORM:


 Theresa Cullen
 Deputy City Attorney

APPROVED AS TO CONTENT:


 Monica Lombraña, A.A.E.
 Director of Aviation

CITY CLERK DEPT.

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FEDERAL AVIATION ADMINISTRATION

MEMORANDUM OF AGREEMENT

Agreement Number DTFASW-10-L-00112

This agreement is made and entered into by the City of El Paso, hereinafter referred to as Airport, for itself, its successors and assigns, and the Federal Aviation Administration, hereinafter referred to as the FAA.

WITNESSETH

WHEREAS, the parties listed above have entered into an Airport Improvement Grant Agreement; and

WHEREAS, the parties listed above have entered into an agreement providing for the construction, operation, and maintenance of FAA owned navigation, communication and weather aids for the support of Air Traffic Operations; and

WHEREAS, the parties consider it desirable to work in cooperation with each other in the technical installation and operation of air navigational aids; and

WHEREAS, both parties agreed the establishment, operation, and maintenance of systems for air traffic control, navigation, communication, and weather reporting is in the primary interest of safety and direct support of the ongoing operation of the El Paso International Airport.

NOW, THEREFORE, the parties mutually agree as follows:

1. TERMS AND CONDITIONS (Jun-04):

It is mutually understood and agreed that the Airport requires FAA navigation aid facilities in order to operate their business and that the FAA requires navigation, communication and weather aid facilities at the Airport in order to support Air Traffic Operations. Thus, in the interest of both parties it is hereby agreed that the Airport will allow the FAA to construct, operate, and maintain FAA owned navigation, communication and weather aid facilities in areas on the Airport that have been mutually determined and agreed upon for the term commencing on October 1, 2009 and continuing through September 30, 2029. The FAA can terminate this agreement, in whole or part at anytime by giving at least (60) day's notice in writing. Said notice shall be sent by certified or registered mail.

(a) Together with a right-of-way for ingress to and egress from the premises; a right-of-way for establishing and maintaining pole lines or under ground lines for extending electrical power and/or telecommunications lines to the premises; including a right-of-way for subsurface power, communication and/or water lines to the premises; all right-of-ways to be over the area referred to as El Paso International Airport, to be routed reasonably determined to be the most convenient to the FAA and as not to interfere with Airport operations. The Airport shall have the right to review and comment on plans covering access and utility rights-of-way under this paragraph.

(b) And the right to grading, conditioning, and installing drainage facilities, and seeding the soil of the premises, and the removal of all obstructions from the premises which may constitute a hindrance to the establishment and maintenance of navigational aid systems.

The Airport shall have the right to review and comment on plans covering work permitted under this paragraph.

(c) And the rights to make alterations attach fixtures, and erect additions, structures or signs, in direct support of the Airport. The Airport shall have the right to review and comment on plans covering work permitted under this paragraph.

(d) And the right to park, without cost, all official and privately owned vehicles used for the maintenance and operation of the air navigational facilities. Parking shall be provided adjacent to the navigational aid facility or as near as possible without interfering with the operation of the Airport.

2. CONSIDERATION (Aug-02):

The FAA shall pay the Airport no monetary consideration, it is mutually agreed that the rights extended to the FAA herein are in consideration of the obligations assumed by the FAA in its establishment, operation, and maintenance of navigational aid facilities upon the premises.

3. PURPOSE (Apr-05):

It is understood and agreed that the use of the herein described premises, known as, El Paso International Airport shall be related to the FAA's activities in support of Air Traffic operations.

4. FAA FACILITIES (Apr-05):

The FAA facilities covered by this agreement are identified on the most current approved Airport Layout Plan (ALP) and/or other pertinent drawings that are made a part of this agreement by reference and shown on the attached FAA "List of Facilities".

5. TITLE TO IMPROVEMENTS (Apr-05):

Title to the improvements constructed for use by the FAA during the life of this agreement shall be in the name of the FAA.

6. HAZARDOUS SUBSTANCE CONTAMINATION (May-00):

The FAA agrees to remediate, at its sole cost, all hazardous substance contamination on the FAA facility premises that is found to have occurred as a direct result of the installation, operation, relocation and/or maintenance of the FAA's facilities covered by this agreement. The Airport agrees to remediate or have remediated at its sole cost, any and all other hazardous substance contamination found on the FAA facility premises. The Airport also agrees to save and hold the U. S. Government harmless for any and all costs, liabilities and/or claims by third parties that arise out of hazardous contamination found on the FAA facility premises that are not directly attributable to the installation, operation and/or maintenance of the facilities on the attached FAA "List of Facilities."

7. INTERFERENCE WITH FAA OPERATIONS (Oct-96):

The Airport agrees not to erect or allow to be erected any structure or obstruction of whatsoever kind or nature within the Airport's boundaries that may interfere with the proper operation of the navigational aid facilities installed by the FAA, as it is not in the best interest of the Airport or the FAA.

8. FUNDING RESPONSIBILITY FOR FAA FACILITIES (Oct-96):

The Airport agrees that any relocation, replacement, or modification of any existing or future FAA's navigational aid systems made necessary by Airport improvements or changes, which interferes with the technical and/or operational characteristics of the facility, will be at the expense of the Airport, with the exception of any such improvements or changes which are made at the request of the FAA. In the event such relocations, replacements, or modifications are necessary due to causes not attributable to either the Airport or the FAA, funding responsibility shall be determined by mutual agreement between the parties.

9. NON-RESTORATION (Oct-96):

It is hereby agreed between the parties, that upon termination of its occupancy, the FAA shall have no obligation to restore and/or rehabilitate, either wholly or partially, the property which is the subject matter of this agreement. It is further agreed that the FAA may abandon in place any or all of the structures and equipment installed in or located upon said property by the FAA during its tenure. Such abandoned equipment shall become the property of the Airport.

10. NOTICES (Oct-96):

All notices/correspondence shall be in writing, reference the Agreement number, and be addressed as follows:

Lessor: City of El Paso
El Paso International Airport
6701 Convair Road
El Paso, Texas 79925-1091

Government: Federal Aviation Administration
Real Estate & Utilities Group, ASW-53
2601 Meacham Blvd.
Fort Worth, Texas 76137

11. PREVIOUS LEASE(S)/AGREEMENT(S)

Upon commencement, this agreement supersedes and hereby terminates Lease number DTFA07-96-L-01007, DTFA07-98-L-01062, DTFA07-03-L-00500, DTFA07-02-L-05224, and DTFA07-90-L-01091.

12. THE FOLLOWING CLAUSES ARE INCORPORATED BY REFERENCE: The full text of these clauses can be found via Internet at Land On-Airport Lease (http://fasteditapp.faa.gov/ams/do_action)

1. OFFICIALS NOT TO BENEFIT (10/96)
2. COVENANT AGAINST CONTINGENT FEES (8/02)
3. ANTI-KICKBACK (10/96)

CITY CLERK DEPT.

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Date: September 1, 2009

List of Facilities

MEMORANDUM OF AGREEMENT

DTFASW-10-L-00112

EL PASO INTERNATIONAL AIRPORT

<u>Number</u>	<u>Facility</u>	<u>R/W</u>	<u>Number</u>	<u>GSA Control</u> <u>Number</u>	<u>Comments</u>
1	REIL	08	ELPA	48666	Facility Site
2	PAPI		ELPA	94518	Facility Site
3	PAPI	26L	ELP	94519	Facility Site
4	ODALS		ELP	48169	Facility Site
5	REIL	04	ELP	94303	Facility Site
6	PAPI		ELPA	94598	Facility Site
7	LOC		ETF	48304	Antenna site, equipment shelter site, restricted critical area and access road
8	MALSR	22	ELP	94343	Facility site, equipment shelter, restricted critical area and access road
9	PAPI		ELP	94301	Facility Site
10	LOC		ELP	48196	Antenna site, equipment shelter site, restricted critical area and access road
11	GS		ELP	48194	Antenna site, equipment shelter site, restricted critical area and access road
12	RVR		ELP	48689	Touchdown and Rollout Facility Site
13	RTR		ELP	48187	Facility Site
14	RTR		ELPA	48192	Facility Site